

**Brookhaven Science Associates, LLC
Brookhaven National Laboratory**

GUEST PATENT AGREEMENT

WHEREAS, Brookhaven Science Associates, LLC (BSA) has entered into a contract ("the prime contract") with the United States Department of Energy (DOE) for the operation of Brookhaven National Laboratory (BNL) at Upton, New York, under the terms of which it is agreed that whenever any discovery or invention is conceived or first actually reduced to practice during the course of the work under the prime contract, BSA shall furnish DOE with complete information thereon and subject to BSA's right to elect to take title to the invention of its employees under said prime contract and further subject to BSA's rights under DOE's "Class Advance Waiver of U.S. and Foreign Rights For Inventions Made By Particular Individuals at DOE National Laboratories", DOE shall have the sole power to determine whether or not and where a patent application shall be filed, and to determine the disposition of the title to and the rights under any application or patent that may result; that the judgment of DOE on such matters shall be accepted as final;

WHEREAS, under said prime contract BSA is required to obtain from all persons who do any part of the work under the prime contract agreements to disclose to DOE discoveries or inventions in the manner and on the terms set forth above; and

WHEREAS, the undersigned as a Guest Scientist or employee-like individual, as such term is defined in the above-referenced Class Advance Waiver, at BNL recognizes that the making of inventions or discoveries and the transferring of all rights to said inventions to DOE or BSA as appropriate is an important part of the work under the prime contract:

NOW THEREFORE, I, the undersigned, as a condition of my association with and access to the facilities of BNL as a guest scientist or employee-like individual agree that:

1. I will promptly disclose, report and communicate to such person or persons as BSA may from time to time designate, full information concerning every invention or discovery relating to or arising from work carried on by me at or for BNL and conceived or first actually reduced to practice by me from the time of my guest scientist association with or access to facilities or receipt of information from BSA until the time of the discontinuance of such association with or access to BNL. Such disclosure shall also identify any publication which describes the invention as well as any manuscript that has been submitted for publication which describes the invention.

2. If and when I conceive or first actually reduce to practice any discoveries or inventions in the course of the work carried on by BSA, DOE shall, in accordance with the prime contract and related laws such as the Federal Non-Nuclear Energy Research and Development Act of 1974 (42 USC 5908) and the Atomic Energy Act of 1954, as amended (42 USC 2183), have the sole power to determine whether or not to require me to participate in the filing of a patent application, and further, DOE shall, subject to BSA's right to elect to take title or to have the U.S. Government's title waived in favor of BSA, have the sole right to determine the disposition of title to and the rights under any such inventions or discoveries whether patented or not.

3. I will, under the direction of designated representatives of DOE or BSA, do whatever is necessary to participate fully in the filing of patent applications and the taking out of patents on such inventions or discoveries in any or all countries as and when requested before or after my association with BSA, and will assign the invention and discoveries and all applications and patents therefore to DOE or BSA as and when requested, it being understood that the necessary costs and expenses of making the

necessary assignments and the preparation and prosecution of Letters Patent shall be paid for by others than myself; I waive any right to a pecuniary award or compensation accruing under any provision of the Atomic Energy Acts of 1946 and 1954, as amended, in and to any inventions made in the course of my association with BSA or pertaining thereto. I understand that I may request a waiver determination by DOE on my identified inventions, as provided for in 41 C.F.R 9-9.109-6, where applicable.

4. I will execute all documents and do all things necessary and proper to carry this Agreement into effect.

5. I further understand that I will not be required to assign to DOE the following inventions that were conceived prior to my association with BSA: (List all such inventions below. Attach additional page(s) if necessary.)

I further agree that the inventions and discoveries listed above shall be excluded from the provisions of paragraphs 1,2,3, and 4 only to the extent that I can affirmatively prove conception prior to my association with BSA, and that they will not be so excluded to the extent they are first actually reduced to practice in the course of or in connection with my association with BSA or with any substantial use of BNL materials or facilities.

6. I understand that in exchange for the opportunity to conduct research as guest scientist or employee-like individual at BNL I agree to publish the results of my research when such results are appropriate for publication in the scientific literature. I agree not to establish or assert any claim to statutory copyright in any data first produced during my association with BSA and arising from work of BNL without the prior written authorization of DOE.

7. I further agree to treat proprietary data or other confidential technical, business or financial data in the form of recorded information which I receive or to which I am given access pursuant to my association as a guest scientist or employee-like individual with BSA in accordance with any restrictive legend contained thereon, unless use in excess of the restrictive legend is specifically authorized in writing by DOE.

Please print name

Guest Number

Date

Signature

Witness